

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

**MICHAEL J. DANIELS AND BARBARA
HIGH-DANIELS, ET AL.**

PLAINTIFFS

v.

**AETC II PRIVATIZED HOUSING, LLC;
ET AL.**

DEFENDANTS

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NO. 5:19-cv-01280-RBF

DEFENDANTS' PROPOSED SPECIAL VERDICT FORM

We, the jury, present our Answers to the Questions submitted by the Court, to which we have all agreed:

QUESTION ONE:

Did Plaintiff Shane Vinales perform, offer to perform, or present a valid excuse for failing to perform the obligations imposed upon him in the Lease Agreement?

Yes ____ No ____

If your answer to this question was “yes,” please proceed to the next question. If your answer was “no,” you have reached a verdict and should notify the marshal.

QUESTION TWO:

Did Defendant, AETC II Privatized Housing, LLC, make a diligent effort to repair or remedy problems immediately reported to it by Shane Vinales under the terms of the Lease Agreement?

Yes ____ No ____

If your answer to this question was “yes,” please proceed to the next question. If your answer was “no,” you have reached a verdict and should notify the marshal.

QUESTION THREE:

Did the acts or omissions of Shane Vinales or a third party cause all of the damages claimed by Shane Vinales?

Yes ____ No ____

EXHIBIT O

If your answer to this question was “yes,” please proceed to the next question. If your answer was “no,” you have reached a verdict and should notify the marshal.

QUESTION FOUR:

Did Shane Vinales prove actual damages or loss as a direct and immediate result of the breach of the Lease Agreement by AETC II Privatized Housing, LLC?

Yes ____ No ____

If your answer to this question was “yes,” please proceed to the next question. If your answer was “no,” you have reached a verdict and should notify the marshal.

QUESTION FIVE:

What sum of money would fairly and reasonably compensate Shane Vinales for damages, if any, resulting from Defendant AETC II Privatized Housing’s breach of the Lease Agreement?

In calculating the amount of damages caused by AETC II Privatized Housing, LLC’s breach of the Lease Agreement, you must subtract any amount of damages that Shane Vinales could have avoided by the exercise of reasonable care and any damages resulting from a third party’s act or omission constituting an intervening cause.

Answer: \$ _____

Sign and date this form.

Date: _____

Presiding Juror

Juror

Juror

Juror

Juror

Juror

Juror

Juror